

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

-----X

DJINSAD DESIR, DAVID FRIED and JACQUELIN

MILLIEN, in their capacities as Village Justices of the Village Index No. \_\_\_\_\_  
of Spring Valley, County of Rockland,

Plaintiffs,

VERIFIED COMPLAINT

-against-

ALAN M. SIMON, in his capacity as the Mayor of the  
Village of Spring Valley and THE BOARD OF TRUSTEES  
OF THE VILLAGE OF SPRING VALLEY,

Defendants.

-----X

Plaintiffs DJINSAD DESIR, DAVID FRIED and JACQUELIN MILLIEN allege as follows:

**STATEMENT OF FACTS**

1. Plaintiffs are duly elected Village Justices of the Village of Spring Valley.
2. ON or about November 25, 2019, Alan M. Simon, Spring Valley's mayor, called Justices Desir and Fried and informed them that he would be discharging Elsie Cheron, clerk of the court of the Village Spring Valley, and appointing someone else to her office.
3. The justices contacted the United Court System Office of Court Administration's Counsel's office and conveyed Mayor Simon's intentions. The justices also advised Counsel's office that they do no consent to the discharge of Ms. Cheron nor do they consent to the appoint of someone else as clerk of the court.
4. OCA Counsel, Eileen D. Millet, wrote a letter (Exhibit 1) to the Spring Valley Village Attorney's office dated November 27, 2019 which stated in pertinent part:

Village Law§ 3-301(2)(a) provides: "The clerk of the court shall be discharged from employment only upon advice and consent of village [] justices when the clerk, in her duties, works solely for the [] justices" (emphasis added). Ms. Cheron serves the Village Justices solely as Chief Clerk. Village Law (3-301(2)(a).

The Justices do not consent to her termination. Similarly, Village Law § 4-400(1)(c)(ii) states “It shall be the responsibility of the mayor: ... to appoint the clerk of the court, [] only upon the advice and consent of the village [] justices” (emphasis added).

The Justices do not consent to appointment of another Chief Clerk for the Justice Court. Termination of Ms. Cheron and appointment of a new Chief Clerk without the consent of the Village Justices, [violates] Village Law, [and therefore would] be null and void.

5. Plaintiffs incorporate the above cited law from OCA’s letter in this complaint by reference.
6. Ms. Cheron has no duties with the village other than to serve as clerk of the court.
7. Upon information and belief, the Mayor and the Board of Trustees will hold their annual reorganization meeting in the evening of December 3, 2019 where the appointment of a purported new clerk of the court will be made together with the appointment of other village officers. *See Affidavit of Fried.*
8. As the village justices do not consent to the discharge of Ms. Cheron or to the appointment of someone else to replace her, such an appointment is contrary to law.
9. The **justices will suffer irreparable harm** if this appointment is allowed to occur and someone seeks to act as clerk of the court without their consent. The clerk of the court handles the funds and papers of the justices and the court on the justices’ behalf. “The court clerk holds a unique position requiring the trust and confidence of the sitting justice(s) and is entrusted to handle a variety of matters on behalf of the justice(s) and the Justice Court. For this reason, Justice Court clerks may be employed and discharged by a...village mayor only upon the advice and consent of the justice(s).” (Office of Court Administration Justice Court Manual, January 31, 2015, p. 22).
10. **Plaintiff requests an injunction enjoining the defendants** from (1) discharging Elsie Cheron as clerk of the court of the Village of Spring Valley and (2) appointing someone else as the clerk of the court of the Village of Spring Valley.

**FIRST CLAIM FOR RELIEF AGAINST ALL DEFENDANTS**  
(DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF)

11. Plaintiffs re-allege the allegations contained in paragraphs numbered 1 to 9 as alleged above.
12. Defendants seek to discharge Ms. Cheron and appointment someone else to replace her without the consent of the justices in violation of Village Law (3-301(2)(a) and 4-400(1)(c)(ii).
13. As a result of the above, there is a justiciable controversy requiring a declaratory judgment.
14. Plaintiff requests a declaratory judgment and an injunction declaring that Ms. Cheron cannot be discharged without the consent of the village justices directing the defendants to refrain from (1) discharging Elsie Cheron as clerk of the court of the Village of Spring Valley and (2) appointing someone else as the clerk of the court of the Village of Spring Valley without the consent of the village justices.

**15. SECOND CLAIM FOR RELIEF AGAINST THE DEFENDANTS**

(COUNSEL FEES)

16. Plaintiffs re-allege the allegations contained in paragraphs numbered 1 to 13 as alleged above.
17. Plaintiffs are afforded to be indemnified by the Board of Trustees of the Village of Spring Valley from any and all actions taken brought by them and/or taken against them; including the cost of attorneys' fees that they incur.
18. That the Board of Trustees of the Village of Spring Valley be directed to pay counsel fees incurred by the village justices in this action in light of their need to seek judicial relief to prevent the unlawful discharge of the clerk of the court and appointment of someone else in violation of the Village Law.

**WHEREFORE**, for the foregoing reasons, it is respectfully requested that this Court grant judgment in favor of Plaintiff as set forth below:

- a) On Plaintiff's first claim for relief against all defendants, a declaratory judgment declaring that Ms. Cheron cannot be discharged, nor can another clerk of the court be appointed, without the consent of the village justices and an injunction directing the defendants to refrain from (1) discharging Elsie Cheron as clerk of the court of the Village of Spring Valley and (2) appointing someone else as the clerk of the court of the Village of Spring Valley without the consent of the village justices;
- b) On Plaintiff's second claim for relief against the Board of Trustees of the Village of Spring Valley, counsel fees in an amount to be determined by the Court; and
- c) Such other relief as to the Court may seem just and proper including costs, disbursements, and interest.

Dated: New York, New York  
December 3, 2019

**THE LORENC LAW FIRM**  
*Attorneys for Plaintiffs*

*Robert C. Lorenc*

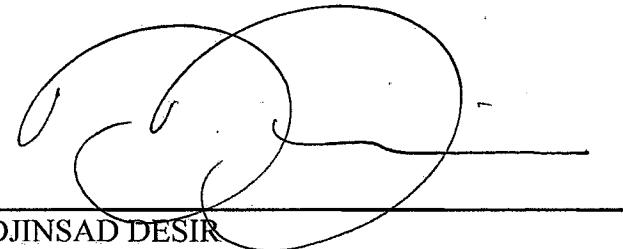
Robert Lorenc, Esq.  
The LORENC Law Firm  
1313 3<sup>rd</sup> Avenue, 2<sup>nd</sup> Floor Office  
New York, NY 10021  
212-628-0562 (office)  
212-879-0295 (facsimile)  
[robert@lorenclaw.com](mailto:robert@lorenclaw.com)

VERIFICATION

STATE OF NEW YORK )  
                        )  
                        ) ss:  
COUNTY OF NEW YORK )

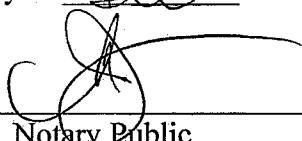
DJINSAD DESIR, being duly sworn, states:

I am a plaintiff in the within action. I have read the foregoing complaint and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as those matters I believe to be true.



DJINSAD DESIR

Sworn to before me this  
3d day of Dec 2019



Notary Public

MARIA N. JETJOMLONG  
Notary Public, State of New York  
No. 01JE5059519  
Certified in Orange County  
Qualified in Bronx County  
Commission Expires April 8, 2022